

## **STATISTICAL & TECHNICAL SUPPORT FOR THE ASSESSMENT OF TOXIC SUBSTANCES**

### **BACKGROUND**

The Environmental Protection Agency (EPA) Office of Pollution Prevention and Toxics (OPPT) of the Office of Chemical Safety and Pollution Prevention Washington, D.C., under the auspices of the Toxic Substances Control Act (TSCA), (Sections 4, 5, 6 and 8 (Title IV) and Goal 4 - of the OPPT Mission; Healthy Communities and Ecosystems; Sub-objective 4.1.1: Reduce Chemical Risks; has the responsibility to collect data for chemical assessments and to support the regulatory and pollution prevention activities of the Office. These studies relate to organic and inorganic substances under the jurisdiction of TSCA.

### **OBJECTIVE**

The purpose of this procurement is to provide statistical, mathematical, field data collection, and technical analysis support and planning for OPPT programs. This capability is needed to identify long and short term program objectives, develop well formulated data collection programs, provide the means to track progress made toward meeting stated program objectives and to conduct those statistical, technical and scientific studies that will provide for technically feasible, fiscally sound and effective programs. OPPT also provides support for programs in the areas of economics, chemistry, engineering, and exposure assessment. OPPT's economic analysis supports rulemaking and helps the Agency determine promising non-regulatory approaches. OPPT also manages the Risk -Screening Environmental Indicators Model, which provides information on the relative risk impacts of chemical releases from industrial facilities, and leads the Design for the Environment and Green Chemistry Programs, which focus on voluntary pollution prevention.

The work performed under this solicitation will include EPA's lead-based paint (LBP) program, which has a goal of eliminating childhood lead poisoning as a major public health concern. The LBP program provides technical and program development assistance to the U.S. Department of Housing and Urban Development (HUD) in the areas of detection, measurement, and abatement/management of lead-based paint hazards in housing. This support was formalized in a Memorandum of Understanding between EPA and HUD signed in the spring of 1989. The Residential Lead-Based Paint Hazard Reduction Act of 1992 (Title X) gives EPA a strong role in addressing the national problems of lead-based paint in housing and the broader problem of childhood lead poisoning. EPA's lead strategy recognizes lead-based paint in housing as an important contributor to elevated blood lead levels in children. More specific program goals and objectives will be identified in work assignments.

EPA's budget and individual projects are tied to the Government Performance and Results Act (GPRA) goals. The agency is required to report to the Congress on its progress towards meeting those goals. This procurement may be used to evaluate EPA's progress under specific GPRA goals.

### **SCOPE OF WORK**

The contractor shall develop reasonable and cost-effective approaches to accomplish the objectives of each work assignment. Various financial and time constraints specified in work assignments will limit the extent of any project and the contractor shall deliver optimum value in light of these constraints. As

specified in work assignments, the contractor shall develop the required data in a format (specifications to be provided in work assignments or by written technical direction) which is compatible and consistent with existing data and databases. The contractor shall comply with the agency's Quality Program Policy Standards and Procedures, per EPA Orders CIO 2106.0 and CIO 2105.0 in the performance of the work under this contract. During performance of the contract, the contractor shall immediately inform the Project Officer by telephone and in writing of any problems that impede performance, suggest corrective actions necessary to solve the problems, and implement these actions as specified by the contracting officer.

The contractor shall perform tasks, as specified by work assignments, in the following five areas: (1) Collection of Data; (2) Analysis of Data; (3) Technical Program Support- General; (4) Technical Support-Specific and (5) Physical Testing. All activities will be accomplished using level of effort contracting and performance-based contracting.

The contractor is required to comply with all Section 508 requirements in work areas that are held to such requirements under EPA Order 2100.

All contractor, subcontractor, and consultant personnel shall wear prominently displayed identification badges at all times when performing tasks under this contract when interaction with EPA officials, federal agencies, state, tribal and local governments, businesses, industry and the general public. The badge shall contain the individuals name and the company's name and logo. When participating in any event, meeting or discussion, contractor staff shall verbally identify themselves as contractor personnel, so that there is not a possible appearance of being EPA officials.

The contractor shall submit all analyses, options, recommendations, reports and training materials required under this contract in draft for critical review by the contracting officer or contracting officer's representative (COR). The Government will make all final regulatory, policy and interpretive decisions resulting from contractor-provided recommendations. The contractor shall not publish or otherwise release, distribute or disclose any work product generated under this contract without obtaining EPA's express written approval. When submitting materials or reports that contain recommendations, the contract shall: explain or rank policy or action alternatives, describe procedures used to arrive at recommendations, summarize the substance of deliberations, report any dissenting views, list the sources relied upon, and detail the methods and considerations upon which the recommendations are based.

The contractor shall prepare a Quality Assurance Project Plan (QAPP) and obtain EPA approval of the QAPP before the conduct of environmental data activities.

## DELINEATION OF TASKS

### Task I. Collection of Data

1. Develop and implement statistically-valid experimental and survey designs for field monitoring, laboratory studies or other data collection efforts, including the design of data collection forms. A particular study to be performed by the contractor may involve one or more environmental media and the detection and quantification of residue levels of one or more chemicals. The contractor shall determine probable biases and sources of error due to sampling and analytical methods employed and recommend design and/or analysis modifications to minimize error. The contractor shall recommend the proper sample collection program. The contractor shall assess the method of sample collection and the chemical analytical procedure in the design of collection routine. The contractor shall evaluate the basic design

issues concerning the method of specimen collection, time period of collection, and duration of the collection effort to ensure statistically-valid and reproducible results.

2. As specified in individual work assignments, the contractor shall:

a. Develop the statistical design for a national or local probability survey where data collection involves the gathering of information, such as information on consumer habits or the work practices of various subgroups exposed to a particular chemical or group of chemicals. The contractor shall develop a sampling frame using available resources to target and access the desired population. The survey developed by the contractor may use telephone or mail procedures for data collection and the contractor shall design and test a questionnaire for obtaining the necessary information.

b. Collect and/or measure environmental and biological samples and administer questionnaires and perform visual inspections or visual assessments, and provide appropriate training for personnel who perform such tasks.

c. Prepare sufficient documentation for administering a questionnaire or similar device to persons participating in a data collection effort. The documentation prepared by the contractor shall adhere to OMB approval requirements, and shall comply with OPPT objectives as specified in work assignments.

d. Perform probabilistic modeling to test proposed sampling protocols in order to optimize study design.

e. Provide expertise and perform tasks related to preparation of information collection packages under the Paperwork Reduction Act for purposes of EPA obtaining Office of Management and Budget (OMB) approval for data collection activities. The contractor shall perform in accordance with EPA Guidance on completing information collection packages.

f. Provide expert technical or peer review of statistical studies, including review and comment upon various monitoring protocols and studies.

g. Develop statistically-valid options for study and experimental design including sample size, schedule and cost options. The contractor shall include the pros and cons for each option.

h. Develop and implement results and performance evaluation studies, to evaluate federal, state, or local government programs, regulations, and guidance. This includes the development of plans, designs, objectives, sampling frames, questionnaires, and other survey instruments. This also includes training survey staff with appropriate training materials, contacting survey participants and administering questionnaires and collecting samples as necessary.

## Task II. Data Analysis

1. The contractor shall provide the statistical and other technical expertise necessary to support ongoing OPPT programs including: analyzing data, interpreting results, writing reports for publication, providing briefing materials and carrying out briefings on status and results, performing all necessary quality assurance, (including validation) studies, conducting pilot studies as necessary prior to implementation of full studies, and tracking the status of the studies.

2. The contractor shall perform the following tasks: determine the reliability of the data; extrapolate results for exposure assessment studies and exposure projections, conduct model development validation

and prediction verifications from previous studies, and apply the data to programs other than the program which initiated the specimen collection and chemical analysis effort as needed.

3. The contractor shall process and analyze existing data sets containing data from previously conducted monitoring studies. The contractor shall interpret existing data in light of EPA information needs and objectives as specified in work assignments and present results in both statistical and non-statistical language. In addition, the contractor shall develop and maintain databases resulting from monitoring and field studies, as well as those data collected via other means, and provide documentation of the databases.

4. The contractor shall: utilize state-of-the-art statistical methodology, such as pattern recognition techniques or measurement error analyses, where appropriate, to analyze data collected by the contractor or to analyze data furnished by EPA; analyze data using appropriate statistical techniques commensurate with the way the data was collected; provide documentation of data sources and data description, and documentation of analysis techniques and methods; conduct simulation studies and perform mathematical or probabilistic modeling to test proposed sampling and data collection protocols in order to evaluate the efficiency of the study design; write reports on data analysis for publication and develop and maintain databases resulting from monitoring and field studies, as well as those data collected via other means, and provide required documentation.

5. The contractor shall provide statistical and analytical quality assurance expertise and perform tasks necessary to support OPPT, and the National Program Chemicals Division. Specifically, the contractor shall support the exposure assessment activities through the collection and analysis of new and existing data, and provide an assessment of their applicability to Agency needs. The contractor shall perform the following tasks: a) determine the quality and reliability of the data; b) extrapolate results for exposure assessment studies and exposure projections; c) conduct model development, validation and prediction activities from previously existing studies; and d) apply the data to other programs as necessary.

6. The contractor shall conduct statistical analysis of chemical assessment data, quantitative risk assessments (QRAs), hazard assessments, and epidemiological studies and reviews.

### Task III. Technical Program Support - General Support

1. Provide literature searches of technical studies on technical or scientific topics and provide lists and/or summaries of the studies obtained through the literature search.

2. Provide technical review or peer review of statistical, biostatistical, epidemiologic and other technical studies, or portions of those studies. This includes review of plans, designs, protocols, statistical and chemical analysis methods, questionnaires, data analyses, draft and published reports, brochures, pamphlets, and journal or book articles.

3. Develop guidelines and fact sheets for dissemination to both professionals and to the general public. Conduct focus groups or other review mechanisms by the intended users of the guidelines or fact sheets to obtain feedback and reaction prior to publication.

4. Provide data and accompanying documentation in appropriate paper and computer file formats that can be released to EPA, other federal and state agencies, and to the general public. The format of the data can vary from ASCII files, to Word files, to SAS files.

5. Use or develop statistical analysis and economic/risk assessment procedures to evaluate competing technologies on the basis of their cost effectiveness, their effectiveness toward meeting program objectives and the technological risks associated with the program's likelihood of success.



6. Plan, design, and implement public seminars or workshops both nationally and internationally on technical issues at which recognized experts would have the opportunity to present state-of-the-art methodologies, results, and emerging issues.
7. Develop and present technical training sessions for EPA staff in statistics, chemistry, biology, epidemiology, and computer science.
8. Develop products or deliverables required under this contract utilizing available technological approaches for information dissemination that are appropriate to the subject matter involved. Existing techniques, information formats and information dissemination approaches can include, but are not limited to: Compact Disc, Video and Audio Recordings, Internet accessible information files, Color graphics, and Local and Wide Area Networks. The use of these technologies shall be identified in the work plan and approved by the work assignment manager.
9. Provide briefing and presentation materials on the analyses and projects conducted under this contract. Conduct briefings when requested on the analyses and projects conducted under this contract.
10. Complete reports for EPA publication on the projects conducted under this contract. This includes responding to all technical and editorial comments on the draft reports so as to produce a final report that meets EPA criteria and standards for publication, developing and producing report cover designs consistent with EPA standards, submitting camera-ready copies of the report and cover design for submission to the EPA print shop, and, if requested in the work assignment, a version of the report suitable for inclusion on an Internet Web Page.
11. As specified in work assignments, coordinate and conduct meetings and briefings at which the contractor shall present results of the research and analyzes performed under this contract. The contractor shall present technical papers at conferences. The contractor shall also conduct focus groups and stakeholder meetings with the objective of obtaining feedback and reaction from interested parties regarding technical products and planning.
12. Develop publication formats using state-of-the-art technology, such as videos, CD-ROMs, computer diskettes, Internet-accessible files, illustrated brochures, and presentation slides, overheads, and graphics to make technical reports, guidelines, fact sheets, and other products available to the widest possible audience.
13. Where required, provide logistical support for technical meetings. This support includes, but is not limited to, providing meeting space when Government space is not available; court reporter services; appropriate meeting presentation equipment; preparation of agendas; meetings information to participants; and proceedings of the meeting.
14. Develop strategy documents for responding to health, environmental, and related issues.
15. Develop technical guidelines and provide support for the development of regulations for TSCA chemicals.

#### Task IV. Technical Program Support - Program Specific

1. Conduct technical studies on a variety of TSCA program issues. The contractor shall evaluate new and emerging technologies to assess their impact on meeting the objectives of the TSCA program.

2. Evaluate current and proposed technology to measure, detect, or reduce exposure to toxic substances, including lead, mercury, polychlorinated biphenyls, and other chemicals of concern under TSCA.
3. Support programs that evaluate the risks of classes of chemicals by maintaining program information, tracking progress of program chemicals, evaluating correspondence and test plans, providing robust summary submissions and updating the web site as well as analyzing program status.
4. Provide support to the Lead Renovation, Repair, and Painting regulation for Public and Commercial Buildings. This may include research on work practices and maintenance procedures.
5. Provide support to the Mercury Program in the areas of addressing mercury releases, addressing mercury uses in products and processes, managing commodity-grade mercury supplies, communicating to the public about mercury exposure risks, addressing international mercury sources and conducting mercury research.
6. Provide risk exposure assessments relating to PCBs and other potential environmental contaminants such as Mercury and Dioxins. These assessments are performed using easily available information from the open literature, EPA files or other sources and require experience in conducting environmental chemical/compound (PCBs, Dioxins, Mercury) risk investigations. Specifically, this element includes, but is not limited to: (1) maintaining PCB Transformer Registration spreadsheets; (2) developing and formatting outreach materials for chemicals of interest; (3) conducting peer reviews of technical guidance, and (4) conducting market surveys.
7. The contractor shall provide support to EPA's Existing Chemicals Program which addresses pollution prevention, risk assessment, hazard and exposure assessment and characterization, and risk management for chemical substances in commercial use. For the chemicals that EPA identifies as high hazard and risk, EPA will choose from among many actions that it is authorized to take under the Toxic Substances Control Act. The Agency may pursue such regulatory actions as restricting chemical use through banning its manufacture/import, issuing Significant New Use Rules that require manufacturers/importers to alert EPA of any new uses, and publishing test rules that require the chemical industry to supply EPA with additional data. Among other options, the Agency will also analyze safer substitute chemicals and consider voluntary phase-outs from the chemical manufacturers. Specifically the contractor shall assist EPA with managing chemical data under its Chemical Data Reporting (CDR). Work may include supporting Internet communications, preparing webinar and training modules, and producing outreach materials. EPA may ask for help in querying CDR information, and may also require assistance in querying previous chemical data reporting cycles related to the Inventory Update Reporting (IUR) periods of 2006 and earlier. EPA may request CDR/IUR statistics in terms of chemical production volume, companies, industrial processing and use, consumer and commercial use, and other related information.

#### Task V: Physical Testing

1. The contractor shall apply Quality Assurance (QA) methodology and guidelines, including Quality Assurance Project Plans (QAPPs) and Data Quality Objectives (DQOs), to all physical testing requirements specified in the individual work assignments. Because of the complexity and variety of these requirements, the performance objectives, and performance standards will be defined at the work assignment level. A Quality Assurance Plan (QAPP) shall be submitted by the contractor in accordance with the schedule for each work assignment. Testing will not commence until the EPA Quality Assurance Manager has approved the QAPP. The QAPP shall be the primary evaluative tool for the Project Office when determining successful performance.

2. The contractor shall perform laboratory analysis of environmental and biological samples for the full range of the Office of Chemical Safety and Pollution Prevention chemicals. All testing shall be performed in accordance with the approved QAPP. These tests and analysis include, but are not limited to, inorganic compounds such as lead, mercury and other heavy metals; Persistent, Bioaccumulative and Toxic chemicals such as mercury, cadmium and lead; organic compounds such as dioxin, furans and PCBs; endocrine disruptors such as estrogen and androgens; Voluntary Children's Chemical Evaluation Program chemicals such as perfluorooctanoic acid (PFOA) and vinylidene chloride; isotopic analysis of compounds such as lead oxide to determine the source of the element or compound; geochemical reactions such as mercury methylation in sulfur cycling; microbial agents and biochemical reactions ; and blood, hair, urine and various types of tissue samples from both humans and animals. This shall be accomplished using state-of-the-art quality control and quality assurance mechanisms to ensure the validity of the laboratory results. Frequently, the analyses will require analytical methods that are commonly available in commercial laboratories.

3. QAPPs shall include the following information: problem definition; quality objectives and criteria for measurement data; experimental design; analytical methods; quality control; data management; assessment/oversight; data review, validation and verification; verification and validation methods; and reconciliation with user objectives. Specific QAPP requirement will be specified in the individuals work assignments.

## PERFORMANCE MEASURES

### Task I. Collection of Data

Once a year (during each contract period of performance) the Government shall review the promptness of submitting a final report as required in the work assignment. If the contractor is late more than 14 calendar days, from the due date as specified in the work assignment, the Government shall take a 10% reduction in the fee associated in that Work Assignment. The reduction will be applied to both the paid fee and unpaid fee for that work assignment.

Once a year (during each contract period of performance), the Government shall review the completeness of the report as required in work assignment. If the contractor's report is incomplete, the Government shall take a 10% reduction in the fee related to the delivered LOE in that work assignment. The reduction will be applied to both the paid fee and unpaid fee for that work assignment.

### Task II. Data Analysis

Once a year (during each contract period of performance), the Government shall review the promptness of submitting the final report as required in work assignment. If the contractor is late more than 14 calendar days, from the due date as specified in the work assignment, the Government shall take a 10% reduction in the fee related to the delivered LOE in that work assignment. The reduction will be applied to both the paid fee and unpaid fee for that work assignments.

Once a year (during each contract period of performance), the Government shall review the completeness of the report as required in work assignment. If the contractor's report is incomplete, the Government shall take a 10% reduction in the fee related to the delivered LOE in that work assignment. The reduction will be applied to both the paid fee and unpaid fee for that work assignment.

### Task III. Technical Program Support - General Support

Once a year (during each contract period of performance), the Government shall review the promptness of submitting the final report as required in the work assignment. If the contractor is late more than 14 calendar days, from the due date as specified in the work assignment, the Government shall take a 10% reduction in the fee related to the delivered LOE in that work assignment. The reduction will be applied to both the paid fee and unpaid fee for that work assignment.

Once a year (during each contract period of performance), the Government shall review the completeness of the report as required in work assignment. If the contractor's report is incomplete, the Government shall take a 10% reduction in the fee related to the delivered LOE in that work assignment. The reduction will be applied to both the paid fee and unpaid fee for that work assignment.

#### Task IV. Technical Program Support - Program Specific

Once a year (during each contract period of performance), the Government shall review the promptness of submitting the final report as required in the work assignment. If the contractor is late more than 14 calendar days from the due date, as specified in the work assignment, the Government shall take a 10% reduction in the fee related to the delivered LOE in that work assignment. The reduction will be applied to both the paid fee and unpaid fee for that work assignment.

Once a year (during each contract period of performance), the Government shall review the completeness of the report as required in work assignment. If the contractor's report is incomplete, the Government shall take a 10% reduction in the fee related to the delivered LOE in that work assignment. The reduction will be applied to both the paid fee and unpaid fee for that work assignment.

#### Task V: Physical Testing

Once a year (during each contract period of performance), the Government shall review the promptness of submitting the QAP's as required in the work assignment. If the contractor is late more than 14 calendar days, from the due date as specified in the work assignment, the Government shall take a 10% reduction in the fee related to the delivered LOE in that work assignment. The reduction will be applied to both the paid fee and unpaid fee for that work assignment.

Once a year (during each contract period of performance), the Government shall review the completeness of the submitted QAPP's as required in work assignment. If the contractor's QAPP is missing one or more of the required elements as listed in number 3 above, the Government shall take a 10% reduction in the fee related to the delivered LOE in that work assignment. The reduction will be applied to both the paid fee and unpaid fee for that work assignment.

Once a year (during each contract period of performance), the Government shall review the results of the physical testing as required in work assignment. If the contractor has failed to perform the physical testing in accordance with the approved QAPP the Government shall take a 30% reduction in the fee related to the delivered LOE in that work assignment. The reduction will be applied to both the paid fee and unpaid fee for that work assignment.

#### ATTACHMENT #4

##### E.2 FAR 52.246-11 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (GOVERNMENT SPECIFICATION) (FEB 1999)

The contractor shall comply with the higher-level quality standard selected below:

Title	Numbering	Date	Tailoring
Specifications and Guidelines for Quality Systems and Environmental Data Collection and Environmental Technology Programs	ANSI/ASQC E4	2014	See below

As authorized by FAR 52.246-11, the higher-level quality standard ANSI/ASQC E4 is tailored as follows:

The solicitation and contract require the offeror/contractor to demonstrate conformance to ANSI/ASQC E4 by submitting the quality documentation described below.

In addition, after award of the contract, the Contractor shall revise, when applicable, quality documentation submitted before award to address specific comments provided by EPA and submit the revised documentation to the Contracting Officer's Representative.

After award of the contract, the Contractor shall also implement all quality documentation approved by the Government.

A. Pre-award Documentation: The offeror must submit the following quality system documentation as a separate and identifiable part of its technical proposal: (CO, select one or more)

CO Select	Documentation	Specifications
X	Quality Management Plan	EPA Requirements for Quality Management Plans (QA/R-2) [dated 03/20/01]
	Joint Quality Management Plan/Quality Assurance Project Plan for the contract	EPA Requirements for Quality Management Plans (QA/R-2) [dated 03/20/01] and EPA Requirements for Quality Assurance Project Plans (QA/R) [dated 03/20/01]
	Programmatic Quality Assurance Project Plan for the entire program (contract)	EPA Requirements for Quality Assurance Project Plans (QA/R-5) [dated 03/20/01]
	Other Equivalent:	

This documentation will be prepared in accordance with the specifications identified above, or equivalent specifications defined by EPA, Project Officer. The offeror shall describe their plan for covering the costs associated with the required documentation. Work involving environmental data generation or use shall not commence until the Government has approved this documentation and incorporated it into the contract.

B. Post-award Documentation: The Contractor shall submit the following quality system documentation to the Contracting Officer's Representative at the time frames identified below: (CO, select one or more)

CO Select	Documentation	Specification	Due After
	Quality Management Plan	EPA Requirements for Quality Management Plans (QA/R-2) [dated 03/20/01]	Award of contract
	Joint Quality Management Plan/Quality Assurance Project Plan for the contract	EPA Requirements for Quality Management Plans (QA/R-2) [dated 03/20/01] and EPA Requirements for Quality Assurance Project Plans (QA/R) [dated 03/20/01]	Award of contract
	Quality Assurance Project Plan for the contract	EPA Requirements for Quality Assurance Project Plans (QA/R-5) [dated 03/20/11]	Award of contract
	Programmatic Quality Assurance Project Plan for the entire program (contract)	EPA Requirements for Quality Assurance Project Plans (QA/R-5) [dated 03/20/01]	Award of contract
X	Quality Assurance Project Plan for each applicable project	EPA Requirements for Quality Assurance Project Plans (QA/R-5) [dated 03/20/01]	Issuance of Statement of Work for the project
	Project-specific supplement to Programmatic Quality Assurance Project Plan for each applicable project	EPA Requirements for Quality Assurance Project Plans (QA/R-5) [dated 03/20/01]	Issuance of Statement of Work for the project
	Other Equivalent:		

This documentation will be prepared in accordance with the specifications identified above or equivalent specifications defined by EPA, Project Officer. The offeror shall describe their plan for covering the costs associated with the required documentation.

The Government will review and return the quality documentation, with comments, and indicating approval or disapproval. If necessary, the contractor shall revise the documentation to address all comments and shall submit the revised documentation to the government for approval.

The Contractor shall not commence work involving environmental data generation or use until the Government has approved the quality documentation.

(Note: Statement of work includes statements of work to perform projects under work assignments, task orders, delivery orders, etc.)

(End of clause)



## Attachment #5

### EPAAR 1552.242-70 INDIRECT COSTS (APR 1984)

(a) In accordance with paragraph (d) of the "Allowable Cost and Payment" clause, the final indirect cost rates applicable to this contract shall be established between the Contractor and the appropriate Government representative (EPA, other Government agency, or auditor), as provided by FAR 42.703-1(a). EPA's procedures require a Contracting Officer determination of indirect cost rates for its contracts. In those cases where EPA is the cognizant agency (see FAR 42.705-1), the final rate proposal shall be submitted to the cognizant audit activity and to the following designated Contracting Officer: Environmental Protection Agency, Chief, Cost Policy and Rate Negotiation Branch (3804F), Cost Advisory and Financial Analysis Division, Washington, DC 20460.

Where EPA is not the cognizant agency, the final rate proposal shall be submitted to the above-cited address, to the cognizant audit agency, and to the designated Contracting Officer of the cognizant agency. Upon establishment of the final indirect cost rates, the Contractor shall submit an executed Certificate of Current Cost or Pricing Data (see FAR 15.406-2) applicable to the data furnished in connection with the final rates to the cognizant audit agency. The final rates shall be contained in a written understanding between the Contractor and the appropriate Government representative. Pursuant to the "Allowable Cost and Payment" clause, the allowable indirect costs under this contract shall be obtained by applying the final agreed upon rate(s) to the appropriate bases.

(b) Until final annual indirect cost rates are established for any period, the Government shall reimburse the contractor at billing rates established by the appropriate Government representative in accordance with FAR 42.704, subject to adjustment when the final rates are established. The established billing rates are currently as follows:

BCO Cost Element	Rate
(b)(4)	

CPHRE Cost Element	Rate
(b)(4)	

These billing rates may be prospectively or retroactively revised by mutual agreement, at the request of either the Government or the Contractor, to prevent substantial overpayment or underpayment.

(c) Notwithstanding the provisions of paragraphs (a) and (b) of this clause, ceilings are hereby established on indirect costs reimbursable under this contract. The Government shall not be obligated to pay the Contractor any additional amount on account of indirect costs in excess of the ceiling rates listed below:

NONE

## Attachment #6

### EPA-B-32-101 Limitation of Funds Notice

#### Base Period

(a) Pursuant to the Limitation of Funds clause, incremental funding in the amount of \$(b)(4) is allotted for both cost and funds in the amount of \$(b)(4) are allotted to cover the corresponding increment of fixed fee during the base period. The amount allotted for costs is estimated to cover the contractor's performance through November 30, 2016.

A recap of the estimated cost and fee and the funding levels to date are as follows:

Base Period	Previous Total	Current Action	New Total
<u>Contract Totals</u>			
Estimated Cost	\$0.00	<b>\$0.00</b>	(b)(4)
Fixed Fee	\$0.00	<b>\$0.00</b>	
Cost Plus Fixed Fee	\$0.00	<b>\$0.00</b>	<b>\$2,160,730.00</b>
<u>Funding Totals</u>			
Allocated Cost	\$0.00	(b)(4)	(b)(4)
Reserved for Fee	\$0.00		
Limitation of Cost	\$0.00	<b>\$462,000.00</b>	<b>\$462,000.00</b>

(b) When the contract is fully funded as specified in the Estimated Cost and Fixed Fee Clause (EP 52.216-190), the Limitation of Cost clause shall become applicable.

(c) The parties agree that if the contractor's incurred costs are less than the total amount allotted to the contract as set forth in paragraph (a) above, the contractor shall only be entitled to receive payment in an amount that represents its allowable incurred costs and the associated fixed fee.

(d) The contractor shall notify the Agency 30 days prior to exhausting the current level of funding on the contract.

ATTACHMENT #8

INVOICE PREPARATION INSTRUCTIONS  
SF 1035

The information which a contractor is required to submit in its Standard Form 1035 is set forth as follows:

- (1) U.S. Department, Bureau, or Establishment - insert the name and address of the servicing finance office.
- (2) Voucher Number - insert the voucher number as shown on the Standard Form 1034.
- (3) Schedule Number - leave blank.
- (4) Sheet Number - insert the sheet number if more than one sheet is used in numerical sequence. Use as many sheets as necessary to show the information required.
- (5) Number and Date of Order - insert payee's name and address as in the Standard Form 1034.
- (6) Articles or Services - insert the contract number as in the Standard Form 1034.
- (7) Amount - insert the latest estimated cost, fee (fixed, base, or award, as applicable), total contract value, and amount and type of fee payable (as applicable).
- (8) A summary of claimed current and cumulative costs and fee by major cost element. Include the rate(s) at which indirect costs are claimed and indicate the base of each by identifying the line of costs to which each is applied. The rates invoiced should be as specified in the contract or by a rate agreement negotiated by EPA's Cost Policy and Rate Negotiation Branch.
- (9) The fee shall be determined in accordance with instructions appearing in the contract.

NOTE: Amounts claimed on vouchers must be based on records maintained by the contractor to show by major cost element the amounts claimed for reimbursement for each applicable contract. The records must be maintained based on the contractor's fiscal year and should include reconciliations of any differences between the costs incurred per books and amounts claimed for reimbursement. A memorandum record reconciling the total indirect cost(s) claimed should also be maintained.

SUPPORTING SCHEDULES FOR COST REIMBURSEMENT CONTRACTS

The following backup information is required as an attachment to the invoice as shown by category of cost:

Direct Labor - identify the number of hours (by contractor labor category and total) and the total direct labor dollars billed for the period in the invoice.

Indirect Cost Rates - identify by cost center, the indirect cost rate, the period, and the cost base to which it is applied.

Subcontracts - identify the major cost elements for each subcontract.

Other Direct Costs - when the cost for an individual cost (e.g., photocopying, material and supplies, telephone usage) exceeds \$1,000 per the invoice period, provide a detailed explanation for that cost category.

Contractor Acquired Equipment (if authorized by the contract) - identify by item the quantities, unit prices, and total dollars billed.

Contractor Acquired Software (if authorized by the contract) – identify by item the quantities, unit prices, and total dollars billed.

Travel - when travel costs exceed \$2,000 per invoice period, identify by trip, the number of travelers, the duration of travel, the point of origin, destination, purpose of trip, transportation by unit price, per diem rates on daily basis and total dollars billed. Detailed reporting is not required for local travel.

The manner of breakdown, e.g., work assignment/delivery order basis with/without separate program management, contract period will be specified in the contract instructions.

NOTE: Any costs requiring advance consent by the Contracting Officer will be considered improper and will be suspended, if claimed prior to receipt of Contracting Officer consent. Include the total cost claimed for the current and cumulative-to-date periods. After the total amount claimed, provide summary dollar amounts of cumulative costs: (1) suspended as of the date of the invoice; and (2) disallowed on the contract as of the date of the invoice. The amount under (2) shall include costs originally suspended and later disallowed. Also include an explanation of the changes in cumulative costs suspended or disallowed by addressing each adjustment in terms of: voucher number, date, dollar amount, source, and reason for the adjustment. Disallowed costs should be identified in unallowable accounts in the contractor's accounting system.

#### SUPPORTING SCHEDULES FOR FIXED-RATE CONTRACTS

The following backup information is required as an attachment to the invoice as shown by category of cost:

Direct Labor - identify by labor category the number of hours, fixed hourly rate, and the total dollars billed for the period of the invoice.

Subcontracts - identify the major cost elements for each subcontract.

Other Direct Costs - when the cost for an individual cost (e.g., photocopying, material and supplies, telephone usage) exceeds \$1,000 per the invoice period, provide a detailed explanation for that cost category.

Indirect Cost Rates - identify by cost center, the indirect cost rate, the period, and the cost base to which it is applied.

Contractor Acquired Equipment - identify by item the quantities, unit prices, and total dollars billed.

Contractor Acquired Software - identify by item the quantities, unit prices, and total dollars billed.

Travel - when travel costs exceed \$2,000 per invoice period, identify by trip, the number of travellers, the duration of travel, the point of origin, destination, purpose of trip, transportation by unit price, per diem rates on daily basis and total dollars billed. Detailed reporting is not required for local travel.

The manner of breakdown, e.g., work assignment/delivery order basis with/without separate program management, contract period will be specified in the contract instructions.

NOTE: Any costs requiring advance consent by the Contracting Officer will be considered improper and will be suspended, if claimed prior to receipt of Contracting Officer consent. Include the total cost claimed for the current and cumulative-to-date periods. After the total amount claimed, provide summary dollar amounts of cumulative costs: (1) suspended as of the date of the invoice; and (2) disallowed on the contract as of the date of the invoice.

The amount under (2) shall include costs originally suspended and later disallowed. Also include an

explanation of the changes in cumulative costs suspended or disallowed by addressing each adjustment in terms of: voucher number, date, dollar amount, source, and reason for the adjustment. Disallowed costs should be identified in unallowable accounts in the contractor's accounting system.

### RESUBMISSIONS

When an original voucher was submitted, but not paid in full because of suspended costs and after receipt of a letter of removal of suspension, resubmissions of any previously claimed amounts which were suspended should be submitted in a separate invoice showing the original voucher number and designated with the letter "R" with the copy of the removal of suspension notice. The amounts should be shown under the appropriate cost category and include all appropriate supplemental schedules. NOTE: All disallowances must be identified as such in the accounting system through journal entries.

Voucher resubmittals may also occur as a result of: (1) a new indirect cost rate agreement; or (2) adjustments to previously billed direct cost rates due to audit resolution. Such claims should be submitted in a separate invoice or request for contractor financing payment number. They should include supplemental schedules showing the previously adjusted amounts by contract period. If the resubmission is based on a new rate agreement, a copy of the agreement should be attached. Costs must be identified by delivery order or work assignment where appropriate. If the contract is Superfund-related, voucher resubmittals shall also identify the amount claimed against each Superfund site and non-site-specific activity.

### COMPLETION VOUCHERS

Submit a completion voucher when all performance provisions of the contract are physically complete, when the final report (if required) is accepted, and when all direct costs have been incurred and booked. Indirect costs may be claimed at the provisional rates, if final rates are not yet available. Contractors must identify these vouchers by typing "Completion Voucher" next to the voucher number. For contracts separately invoiced by delivery order, provide a schedule showing total costs claimed by delivery order and in total for the contract.

In addition to the completion voucher, the contractor must submit an original and two copies of EPA Form 1900-10, Contractor's Cumulative Claim and Reconciliation showing the total cumulative costs claimed under the contract.

The information which a contractor is required to submit in its EPA Form 1900-10 is set forth as follows:

(1) Contractor's Name and Address - show the name of the contract or exactly as it appears in the contract and its correct address, except when an assignment has been made by the contractor, or the right to receive payment has been restricted, as in the case of an advance account. When the right to receive payment is restricted, the type of information to be shown in this space shall be furnished by the Contracting Officer. The Payee's DUNS number and Tax Identification number should also be listed below the address.

(2) Contract Number - insert the number of the contract under which reimbursement is claimed.

(3) First voucher number and completion voucher number.

(4) Total amount of cost claimed for each cost element category through the completion voucher.

(5) Total Fee awarded.

(6) Amount of indirect costs calculated using negotiated final indirect cost rate(s) and/or provisional rate(s) as specified in the contract, if final rate(s) are not yet negotiated for any fiscal period.

(7) Fiscal year.



(8) Indirect cost center.

(9) Appropriate basis for allocation.

(10) Negotiated final indirect cost rate(s) or provisional indirect cost rate(s).

(11) Signature.

(12) Official title.

(13) Date.

#### FINAL VOUCHER AND CLOSING DOCUMENTS

After completion of the final audit and all suspensions and/or audit exceptions have been resolved as to the final allowable costs and fee, including establishment of final indirect cost rate(s) for all periods the contractor shall prepare a final voucher including any adjustments to vouchered costs necessitated by the final settlement of the contract price. Contractors must identify these vouchers by typing "Final Voucher" next to the voucher number. For contracts separately invoiced by delivery order, provide a schedule showing final total costs claimed by delivery order and in total for the contract. The contractor shall also provide an original and two copies of an updated EPA Form 1900-10, Contractors Cumulative Claim and Reconciliation, showing the total negotiated, cumulative costs for the contract. Indirect costs shall be included at the final negotiated rates.

In addition to the final voucher, the contractor must submit an original and two copies of the Contractor's Release; Assignee's Release, if applicable; the Contractor's Assignment of Refunds, Rebates, Credits and other Amounts; the Assignee's Assignment of Refunds, Rebates, Credits and other Amounts, if applicable; and the Contractor's Affidavit of Waiver of Lien, when required by the contract.

## **ATTACHMENT #9 REPORTS OF WORK**

Reporting may be required under each work assignment and a detailed description of routine required reports will be identified within individual work assignments. These reports may include, but are not limited to the following:

- Bi Weekly Progress Updates
- Preliminary and Final Data Analyses Reports
- Technology Review and Assessment Reports
- Preparedness and Response Plans
- Concept of Operations Plans
- Data Summaries
- Risk Analyses and Communications Plans
- Cost Analyses Documents
- Technical Bulletins and/or Pamphlets
- Public Communication Bulletins and/or Pamphlets